

Section J

Part III - List of Attachments

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J.1 Covered Site Contractors/Subcontractors

Current Prime Contractors:

Fluor Hanford Inc. (Prime)

FHI Current Subs:

- Duratek Federal Services
- Numatec Hanford Corporation
- Protection Technology Hanford (Day & Zimmerman, LLC dba)
- Fluor Federal Services - Northwest Services, Inc. (craft workers only)

FHI Past Subs:

- Babcock and Wilcox Hanford Company
- Duke Engineering & Services Hanford, Inc.
- DynCorp Tri-Cities Services, Inc.
- Fluor Daniel Northwest Services (craft workers)
- Lockheed Martin Hanford Corporation
- Rust Federal Services of Hanford, Inc.
- Waste Management Hanford

Bechtel Hanford Inc (Prime)

BHI Current Subs:

- CH2M Hill Hanford, Inc.
- Eberline Services Hanford, Inc.

BHI Past Subs:

- Thermo Hanford

Battelle Memorial Institute (Prime)

No subcontractors

Hanford Environmental Health Foundation (Prime) (aka Hanford Occupational Health Foundation)

No subcontractors

CH2MHILL Hanford Group, Inc. (ORP Prime)

Fluor Hanford manages claims by employees of former contractors. The list of former prime contractors is as follows:

- Fluor Daniel Hanford
- Westinghouse Hanford Company
- Kaiser Engineers Hanford
- J.A. Jones Construction Services Company
- Rockwell Hanford Operations
- United Nuclear Industries (aka Douglas United Nuclear Inc.)
- UNC Nuclear Industries, Inc.
- General Electric
- EI duPont deNemours Company
- All-Vitro Engineers
- US Testing
- Computer Sciences Corporation
- Isochem (Martin-Marietta/US Rubber)
- ITT Federal Support Services
- Atlantic Richfield Hanford Company
- Boeing Computer Services Richland, Inc.
- Braun Hanford Co.
- International Technology Corporation

Not Included:

Enterprise Companies:

- LMSI
- Waste Management Services Northwest (fka Rust)
- DE&S Northwest
- BW Protec (BWP)
- Cogema (fka SGN Eurisys Serv. Corp.)
- Bechtel National, Inc./Waste Treatment Plant

J.2 List of Applicable Laws

1. State of Washington Department of Labor and Industries, Workers Compensation Manual (A Guide to Claims Adjudication in Washington State)
2. State of Washington Department of Labor and Industries, Insurance Services Division, Self Insurance Section Claims Administration Policy Manual
3. State of Washington Department of Labor and Industries, Insurance Services Division, Self Insurance Section Claims Administration Policy Manual
4. Washington Administrative Codes (WAC), Title 296 Labor and Industries
5. Revised Code of Washington (RCW), Title 43 State Government -- Executive
6. Revised Code of Washington (RCW), Title 51 Industrial Insurance
7. Revised Code of Washington (RCW), Title 72 State Institutions
8. Revised Code of Washington (RCW), Title 74 Public Assistance
9. 10 CFR 719 Contractor Legal Management Requirements

Attachment J.3 Hardware and Software System Requirements

The following requirements must be met for contractor owned equipment:

Virtual Private Networking

- VPN runs on Windows 98, Windows ME, Windows NT, Windows 2000, and Windows XP Professional (NOT Windows XP Home Edition). Windows XP Professional is the recommended option.
- With VPN, a **Linksys DSL Router, model BEFSR 4100**, is required.
- The monthly fee for VPN is \$20.27 with a minimum of a 6 month commitment.
- To have a VPN account, each person must also have an HLAN account, which is \$40.58/month. If the person does not have a Hanford site badge, a Hanford Computer Access Request Form (HCAR) and the Computer Security Rules must be completed to obtain a HLAN account.
- A VPN Memorandum of Understanding must be completed, see Section L, Attachment 4, prior to contract start date.

Direct HLAN

HLAN requires Windows XP Professional (NOT Windows XP Home Edition).

- Each person must have an HLAN account, which is \$40.58/month. If the person does not have a Hanford site badge, a Hanford Computer Access Request Form (HCAR) and the Computer Security Rules must be completed to obtain a HLAN account.
- There is a monthly charge of ~\$115 for each computer directly connected to the network.
- This is a direct connection, therefore Linksys firewall is NOT required.

Additional Requirements:

- The system must be running virus scan software that meets the criteria below:
 - Symantec Antivirus is the recommended virus scanning software for the Hanford network. This is available from the Remote Access Programs and Utilities CD.
 - Symantec Antivirus is not mandatory for use; any major brand of virus scanning software may be utilized. However, virus scan software applications must be **properly installed**, configured for continuous **active** use, and **updated on a regular basis** in order to effectively safeguard computers.
 - Infection from a remote workstation that has not conscientiously employed required virus scan practices is grounds for termination of the remote client's access and account(s).
- If the computer is directly connected to the HLAN, it must be property tagged and routed through the new hardware set up process at the LMIT 'burn-in' bench.
- When the contract is completed, the hard drive must be erased.

Attachment J.4

Virtual Private Networking (VPN) Agreement

Memorandum of Understanding (updated 02/22/2003)

Remote access to Hanford Local Area Network (HLAN) systems is no different from on-site computing. Users are required, and held accountable, for following their company computer security rules and procedures at all times. You must use your remote access to perform authorized job functions only. VPN (Virtual Private Networking) is defined as high speed (DSL or Cable Modem) remote access to the HLAN. It is mandatory that you have and use a SecurID token for this and all types of remote access to the HLAN. If you do not have a SecurID Token, you will need to request one below. If you already have a SecurID token you need to note the serial number below.

In addition to the above, this memorandum outlines the PHMC policy for remote access to HLAN systems. All VPN users, regardless of contractor, are expected to be familiar with and adhere to the following policies:

- HLAN security is your responsibility. **Do not leave your system connected to the HLAN while unattended.** You will be held accountable for any security problem associated with your account.
- Passwords and PIN numbers are private. **Do NOT give out your password or PIN number to others for any reason.** Although writing down your password or PIN number is discouraged, if you do so you must protect them from disclosure. Passwords and PIN numbers are NOT to be stored in plain text or in an unprotected file.
- **The remote system cannot have another telecommunication device active while connected to HLAN.** Telecommunication devices include, but are not limited to: modems, network adapters, serial, parallel or other cable connections to other systems or networks.
- **You must run a virus scanning program on your computer on a regular basis.** Scan all diskettes before they are used.
- **Report all actions constituting a suspected or confirmed computer system infraction or violation of unclassified computer security to the PHMC Computer Protection Program Manager (CPPM) at 376-0237.**
- **A Linksys firewall device (LINKSYS Etherfast Cable/DSL Router) is required to be installed and configured as defined on the VPN web site (<http://apweb01.rl.gov/vpn/default.htm>).** One can be obtained via this MOU, or you can provide your own. If you provide your own Linksys firewall device, it must be configured and maintained as defined above.

SecurID: ☐ I already have a SecurID token, it's serial number is: _____

☐ I need a SecurID token, and understand my organization will be billed for it monthly

By requesting a SecurID token, you agree to be bound by the stipulations of remote access requirements, including a 6-month minimum commitment to pay the monthly remote access fee. The monthly fee is the same regardless of whether you use RAS, VPN or both.

Do NOT share your SecurID token with others for any reason. Your SecurID token must be returned when you no longer need remote access services. Should your SecurID token become lost or damaged, you will be charged for its replacement. If your SecurID token becomes defective, it will be replaced at no additional charge.

Linksys Firewall Device:

☐ I need a Linksys device purchased for me. I understand I will be billed for it's cost (approximately \$80) using the following CACN/COA _____ / _____.

☐ I have or will provide my own Linksys device.

My primary use of VPN will be: ☐ during off business hours
☐ during normal business hours for access to: _____

Virtual Private Networking (VPN) Agreement

Memorandum of Understanding (updated 02/22/2003)

Agreement:

I have read and understand the above policies. I will use remote access services only for job functions and will comply with the computer security policies and procedures (HNF-PRO-592). I accept that failure to do so may result in all my remote accounts being terminated without prior notification.

_____	_____	____/____/____	H_____
Print User's Name	Signature	Date	HLAN ID

***Note to Manager:** Should the above employee's need for remote access end, you are responsible for notifying LMSI CTS (376-1234) to have the account terminated, and ensuring that the SecurID token is returned.

_____	_____	____/____/____	H_____
Print Manager's Name	Signature	Date	HLAN ID

Important! LMSI and DOE take no responsibility for damage to any personal property, software or otherwise, caused by the implementation of VPN.

-----Return to FAX# 376-8994 or MSIN G3-38-----

94-2569 WA,YAKIMA

WAGE DETERMINATION NO: 94-2569 REV (25) AREA: WA,YAKIMA

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE
LEVEL WD:94-2570

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210
William W.Gross
Director
Division of Wage Determinations

Wage Determination No.: 1994-2569
Revision No.: 25
Date Of Revision: 05/23/2006

States: Oregon, Washington

Area: Oregon Counties of Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union,
Wallowa, Wheeler
Washington Counties of Benton, Franklin, Walla Walla, Yakima

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.69
01012 - Accounting Clerk II	11.99
01013 - Accounting Clerk III	13.67
01014 - Accounting Clerk IV	16.51
01030 - Court Reporter	16.45

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01050 - Dispatcher, Motor Vehicle	16.34
01060 - Document Preparation Clerk	12.01
01070 - Messenger (Courier)	9.70
01090 - Duplicating Machine Operator	12.01
01110 - Film/Tape Librarian	13.35
01115 - General Clerk I	10.01
01116 - General Clerk II	11.26
01117 - General Clerk III	12.29
01118 - General Clerk IV	13.79
01120 - Housing Referral Assistant	18.66
01131 - Key Entry Operator I	11.26
01132 - Key Entry Operator II	12.29
01191 - Order Clerk I	11.26
01192 - Order Clerk II	12.29
01261 - Personnel Assistant (Employment) I	12.17
01262 - Personnel Assistant (Employment) II	13.48
01263 - Personnel Assistant (Employment) III	15.28
01264 - Personnel Assistant (Employment) IV	17.11
01270 - Production Control Clerk	18.72
01290 - Rental Clerk	12.75
01300 - Scheduler, Maintenance	14.12
01311 - Secretary I	14.12
01312 - Secretary II	15.78
01313 - Secretary III	18.66
01314 - Secretary IV	20.92
01315 - Secretary V	23.14
01320 - Service Order Dispatcher	16.61
01341 - Stenographer I	13.21
01342 - Stenographer II	14.66
01400 - Supply Technician	20.92
01420 - Survey Worker (Interviewer)	13.81
01460 - Switchboard Operator-Receptionist	11.42
01510 - Test Examiner	15.78
01520 - Test Proctor	15.78
01531 - Travel Clerk I	12.20
01532 - Travel Clerk II	13.12
01533 - Travel Clerk III	14.03
01611 - Word Processor I	11.84
01612 - Word Processor II	13.29
01613 - Word Processor III	14.87
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.17
03041 - Computer Operator I	14.50
03042 - Computer Operator II	16.78
03043 - Computer Operator III	20.58
03044 - Computer Operator IV	23.79

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03045 - Computer Operator V	25.52
03071 - Computer Programmer I (1)	17.97
03072 - Computer Programmer II (1)	23.03
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	26.40
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.50
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	18.71
05010 - Automotive Glass Installer	16.84
05040 - Automotive Worker	16.84
05070 - Electrician, Automotive	17.78
05100 - Mobile Equipment Servicer	14.95
05130 - Motor Equipment Metal Mechanic	18.71
05160 - Motor Equipment Metal Worker	16.84
05190 - Motor Vehicle Mechanic	18.71
05220 - Motor Vehicle Mechanic Helper	14.00
05250 - Motor Vehicle Upholstery Worker	15.88
05280 - Motor Vehicle Wrecker	16.84
05310 - Painter, Automotive	17.78
05340 - Radiator Repair Specialist	16.84
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	18.71
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.89
07010 - Baker	15.66
07041 - Cook I	13.97
07042 - Cook II	15.66
07070 - Dishwasher	9.89
07130 - Meat Cutter	15.66
07250 - Waiter/Waitress	11.04
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	17.78
09040 - Furniture Handler	11.71
09070 - Furniture Refinisher	17.78
09100 - Furniture Refinisher Helper	14.00
09110 - Furniture Repairer, Minor	15.88
09130 - Upholsterer	17.78
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	10.30
11060 - Elevator Operator	10.88
11090 - Gardener	15.35
11121 - House Keeping Aid I	8.76
11122 - House Keeping Aid II	10.39

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11150 - Janitor	11.97
11210 - Laborer, Grounds Maintenance	12.13
11240 - Maid or Houseman	9.22
11270 - Pest Controller	17.88
11300 - Refuse Collector	11.97
11330 - Tractor Operator	14.51
11360 - Window Cleaner	13.35
12000 - Health Occupations	
12020 - Dental Assistant	15.03
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.21
12071 - Licensed Practical Nurse I	13.43
12072 - Licensed Practical Nurse II	15.05
12073 - Licensed Practical Nurse III	16.85
12100 - Medical Assistant	13.05
12130 - Medical Laboratory Technician	14.05
12160 - Medical Record Clerk	12.74
12190 - Medical Record Technician	13.95
12221 - Nursing Assistant I	8.51
12222 - Nursing Assistant II	9.56
12223 - Nursing Assistant III	10.43
12224 - Nursing Assistant IV	11.70
12250 - Pharmacy Technician	14.10
12280 - Phlebotomist	13.01
12311 - Registered Nurse I	21.08
12312 - Registered Nurse II	25.81
12313 - Registered Nurse II, Specialist	25.81
12314 - Registered Nurse III	31.23
12315 - Registered Nurse III, Anesthetist	31.23
12316 - Registered Nurse IV	37.40
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	19.71
13011 - Exhibits Specialist I	16.31
13012 - Exhibits Specialist II	20.37
13013 - Exhibits Specialist III	22.58
13041 - Illustrator I	16.31
13042 - Illustrator II	20.37
13043 - Illustrator III	22.58
13047 - Librarian	24.50
13050 - Library Technician	14.95
13071 - Photographer I	15.80
13072 - Photographer II	17.86
13073 - Photographer III	22.21
13074 - Photographer IV	25.64
13075 - Photographer V	28.46
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.96

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15030 - Counter Attendant	8.96	
15040 - Dry Cleaner	11.32	
15070 - Finisher, Flatwork, Machine	8.96	
15090 - Presser, Hand	8.96	
15100 - Presser, Machine, Drycleaning	8.96	
15130 - Presser, Machine, Shirts	8.96	
15160 - Presser, Machine, Wearing Apparel, Laundry	8.96	
15190 - Sewing Machine Operator	12.11	
15220 - Tailor	12.90	
15250 - Washer, Machine	9.75	
19000 - Machine Tool Operation and Repair Occupations		
19010 - Machine-Tool Operator (Toolroom)	19.85	
19040 - Tool and Die Maker	24.06	
21000 - Material Handling and Packing Occupations		
21010 - Fuel Distribution System Operator	17.35	
21020 - Material Coordinator	18.32	
21030 - Material Expediter	18.32	
21040 - Material Handling Laborer	10.66	
21050 - Order Filler	11.41	
21071 - Forklift Operator	12.44	
21080 - Production Line Worker (Food Processing)	12.44	
21100 - Shipping/Receiving Clerk	12.03	
21130 - Shipping Packer	12.03	
21140 - Store Worker I	10.09	
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.76	
21210 - Tools and Parts Attendant	12.44	
21400 - Warehouse Specialist	12.76	
23000 - Mechanics and Maintenance and Repair Occupations		
23010 - Aircraft Mechanic	20.53	
23040 - Aircraft Mechanic Helper	15.40	
23050 - Aircraft Quality Control Inspector	21.65	
23060 - Aircraft Servicer	17.47	
23070 - Aircraft Worker	18.52	
23100 - Appliance Mechanic	19.56	
23120 - Bicycle Repairer	14.44	
23125 - Cable Splicer	22.64	
23130 - Carpenter, Maintenance	20.56	
23140 - Carpet Layer	18.52	
23160 - Electrician, Maintenance	23.74	
23181 - Electronics Technician, Maintenance I	18.43	
23182 - Electronics Technician, Maintenance II	20.50	
23183 - Electronics Technician, Maintenance III	21.69	
23260 - Fabric Worker	17.64	
23290 - Fire Alarm System Mechanic	21.69	
23310 - Fire Extinguisher Repairer	16.27	
23340 - Fuel Distribution System Mechanic	21.69	

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23370 - General Maintenance Worker	16.84	
23400 - Heating, Refrigeration and Air Conditioning Mechanic		18.71
23430 - Heavy Equipment Mechanic	21.15	
23440 - Heavy Equipment Operator	20.54	
23460 - Instrument Mechanic	21.69	
23470 - Laborer	10.66	
23500 - Locksmith	17.78	
23530 - Machinery Maintenance Mechanic		20.02
23550 - Machinist, Maintenance	19.95	
23580 - Maintenance Trades Helper	14.00	
23640 - Millwright	21.69	
23700 - Office Appliance Repairer	20.29	
23740 - Painter, Aircraft	20.29	
23760 - Painter, Maintenance	17.78	
23790 - Pipefitter, Maintenance	23.43	
23800 - Plumber, Maintenance	22.26	
23820 - Pneudraulic Systems Mechanic		21.69
23850 - Rigger	21.69	
23870 - Scale Mechanic	18.99	
23890 - Sheet-Metal Worker, Maintenance		22.64
23910 - Small Engine Mechanic	17.81	
23930 - Telecommunication Mechanic I		21.86
23931 - Telecommunication Mechanic II		22.83
23950 - Telephone Lineman	21.69	
23960 - Welder, Combination, Maintenance		18.71
23965 - Well Driller	21.69	
23970 - Woodcraft Worker	21.69	
23980 - Woodworker	16.27	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	9.13	
24580 - Child Care Center Clerk	12.40	
24600 - Chore Aid	10.51	
24630 - Homemaker	13.13	
25000 - Plant and System Operation Occupations		
25010 - Boiler Tender	22.75	
25040 - Sewage Plant Operator	21.39	
25070 - Stationary Engineer	22.75	
25190 - Ventilation Equipment Tender		18.71
25210 - Water Treatment Plant Operator		21.33
27000 - Protective Service Occupations		
(not set) - Police Officer	25.74	
27004 - Alarm Monitor	15.04	
27006 - Corrections Officer	18.00	
27010 - Court Security Officer	22.25	
27040 - Detention Officer	18.00	
27070 - Firefighter	21.26	

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27101 - Guard I	11.98	
27102 - Guard II	15.04	
28000 - Stevedoring/Longshoremen Occupations		
28010 - Blocker and Bracer	18.99	
28020 - Hatch Tender	18.99	
28030 - Line Handler	18.99	
28040 - Stevedore I	17.64	
28050 - Stevedore II	20.34	
29000 - Technical Occupations		
21150 - Graphic Artist	19.54	
29010 - Air Traffic Control Specialist, Center (2)	31.40	
29011 - Air Traffic Control Specialist, Station (2)	21.71	
29012 - Air Traffic Control Specialist, Terminal (2)	23.92	
29023 - Archeological Technician I	14.36	
29024 - Archeological Technician II	16.05	
29025 - Archeological Technician III	19.89	
29030 - Cartographic Technician	21.05	
29035 - Computer Based Training (CBT) Specialist/ Instructor	27.19	
29040 - Civil Engineering Technician	20.48	
29061 - Drafter I	11.56	
29062 - Drafter II	12.99	
29063 - Drafter III	16.69	
29064 - Drafter IV	19.89	
29081 - Engineering Technician I	13.26	
29082 - Engineering Technician II	14.88	
29083 - Engineering Technician III	17.97	
29084 - Engineering Technician IV	21.05	
29085 - Engineering Technician V	26.52	
29086 - Engineering Technician VI	35.66	
29090 - Environmental Technician	19.95	
29100 - Flight Simulator/Instructor (Pilot)	30.38	
29160 - Instructor	21.09	
29210 - Laboratory Technician	17.26	
29240 - Mathematical Technician	20.14	
29361 - Paralegal/Legal Assistant I	16.69	
29362 - Paralegal/Legal Assistant II	19.89	
29363 - Paralegal/Legal Assistant III	22.49	
29364 - Paralegal/Legal Assistant IV	27.21	
29390 - Photooptics Technician	20.14	
29480 - Technical Writer	20.64	
29491 - Unexploded Ordnance (UXO) Technician I	20.02	
29492 - Unexploded Ordnance (UXO) Technician II	24.22	
29493 - Unexploded Ordnance (UXO) Technician III	29.03	
29494 - Unexploded (UXO) Safety Escort	20.02	
29495 - Unexploded (UXO) Sweep Personnel	20.02	
29620 - Weather Observer, Senior (3)	18.61	

29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.74
29622 - Weather Observer, Upper Air (3)	16.74
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	14.13
31260 - Parking and Lot Attendant	10.18
31290 - Shuttle Bus Driver	12.63
31300 - Taxi Driver	11.88
31361 - Truckdriver, Light Truck	12.28
31362 - Truckdriver, Medium Truck	13.95
31363 - Truckdriver, Heavy Truck	16.89
31364 - Truckdriver, Tractor-Trailer	16.89
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	12.19
99030 - Cashier	9.28
99041 - Carnival Equipment Operator	13.74
99042 - Carnival Equipment Repairer	14.68
99043 - Carnival Worker	10.29
99050 - Desk Clerk	9.13
99095 - Embalmer	20.02
99300 - Lifeguard	10.52
99310 - Mortician	20.02
99350 - Park Attendant (Aide)	13.21
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.52
99500 - Recreation Specialist	15.29
99510 - Recycling Worker	15.13
99610 - Sales Clerk	11.18
99620 - School Crossing Guard (Crosswalk Attendant)	11.54
99630 - Sport Official	10.52
99658 - Survey Party Chief (Chief of Party)	21.48
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	18.47
99660 - Surveying Aide	13.50
99690 - Swimming Pool Operator	19.25
99720 - Vending Machine Attendant	15.89
99730 - Vending Machine Repairer	19.25
99740 - Vending Machine Repairer Helper	15.89

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20

years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT**

DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The

relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND
WAGE RATE {Standard Form
1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the

authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

constitute less than the applicable standards of good medical practice. Such fees are consistent with the standards of good medical practice.

Regarding question number 4 above the arbitrator finds that, based upon the information provided by both parties in prior briefs and at the hearing, the Department of Energy is not legally estopped from changing Mr. DeHart's treatment. Mr. DeHart and his attorney have not provided the arbitrator with sufficient legal authority to support the assertion of estoppel. Nevertheless, the arbitrator believes that the intent of the parties in entering the settlement was to ensure, in all circumstances, that Mr. DeHart receive care in conformance to standards of good medical practice. Thus, even though the government is not estopped from changing its approach, it cannot make these changes without a transition period.

Specifically, it is recognized that Mr. DeHart's care in the past included more frequent physician and case management visits than that which is usual and customary in the community. Thus, monitoring which is usually done by a person with tetraplegia himself or herself was performed by his health care providers instead. Hence a transition period is recommended in which responsibility for preventive measures, which had been provided by Dr. Newton (Mr. DeHart's physician) and Ms. Davis (Mr. DeHart's case manager) is gradually transitioned to Mr. DeHart, his attendant(s) and nurses. Thus, for a period of 6 months, case management payments for Ms. Davis (or her equivalent) must continue at the rate of 3 hours per week. The goal of such care should be to educate Mr. DeHart on how to direct his home care attendants, and to educate him, his attendant(s), and nurses on how to review his health, and check for health problems.

The above concludes the arbitration award.

I affirm the award as stated above.



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University of Washington

Attachment J.7

Legal Management Plan

DUE 60 DAYS AFTER CONTRACT AWARD

TO BE INSERTED AFTER CONTRACT AWARD